

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

LARRY BOSTIC, et al.,	)	CASE NO.: 1:17 CV 1834
	)	
Plaintiffs	)	JUDGE JAMES S. GWIN
	)	
v.	)	
	)	
UNITED STATES OF AMERICA,	)	
	)	<u>STIPULATION FOR</u>
Defendant.	)	<u>COMPROMISE SETTLEMENT</u>
	)	

IT IS HEREBY STIPULATED by the Plaintiffs, Larry and Cristy Bostic, and the Defendant, the United States of America, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action upon the terms indicated below.
2. The United States of America ("Federal Defendant") agrees to pay the Plaintiffs, Larry and Cristy Bostic ("Plaintiffs"), a combined total of Two Hundred Fifty Thousand Dollars (\$250,000) in full settlement and satisfaction of any and all claims Plaintiffs now have or hereinafter acquire on account of the incident or circumstances giving rise to this lawsuit, including but not limited to any claims for wrongful death.

3. Plaintiffs agree to dismiss any and all claims they have against the United States of America, its employees, agencies and/or agents on account of the incident or circumstances giving rise to the present lawsuit.

4. The Plaintiffs, Larry and Cristy Bostic, agree to accept said sum in full settlement and satisfaction of any and all claims and demands which they or their heirs, executors, administrators or assigns may have against the Federal Defendant, its agencies, agents and/or employees, on account of the incident or circumstances giving rise to this lawsuit, namely the damages and/or injuries resulting from the alleged medical malpractice/negligence which allegedly occurred at the Canton Veterans Administration Clinic ("VAC") and/or Cleveland Veterans Affairs Medical Center ("VAMC").

5. Each party agrees to bear its respective costs.


6. The parties agree that this agreement shall not constitute an admission of liability, fault or wrongdoing on the part of the Federal Defendant, United States of America, or any agency or employee thereof.

7. The parties agree that they shall immediately file a dismissal with prejudice of the above-referenced action. The Federal Defendant will send this agreement and the requisite settlement forms to the Judgment Fund, which will electronically deposit the settlement proceeds in the account of the Plaintiffs' counsel within six to eight weeks after this agreement is approved by the Court. The Judgment Fund will deduct from the settlement proceeds the amount of any liens and/or judgments the United States or its agencies have against Plaintiffs.

8. The Plaintiffs, Larry and Cristy Bostic, agree that this settlement forever extinguishes any and all claims they or their heirs, executors, and/or assigns may have against the United

States and/or its employees, agents, and agencies regarding the facts and circumstances surrounding the present lawsuit, including but not limited to any claims for wrongful death.

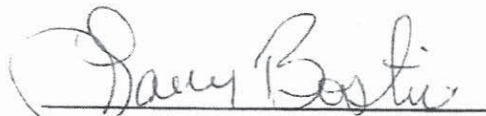
Executed this 2nd day of August, 2018.

  
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*Attorney for Federal Defendant*

  
Larry Bostic, Plaintiff

  
Cristy Bostic, Plaintiff

IT IS SO ORDERED.

s/ James S. Gwin  
U.S. DISTRICT COURT JUDGE JAMES S. GWIN

Dated: August 21, 2018